

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

Stephen Quezada

Counsel

Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax

713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |

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LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>

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Texas Board of Legal Specialization

[cid:image001.jpg@01D79A7A.BC5DCAF0]

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From: Michael

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>

Sent: Thursday, August 26, 2021 12:20 PM

To: Stephen Quezada

<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>;

Office of the Chancellor

<Chancellor@lonestar.edu<<mailto:Chancellor@lonestar.edu>>>; Head, Steve

<steve.head@lonestar.edu<<mailto:steve.head@lonestar.edu>>>; Castillo, Mario

<Mario.K.Castillo@lonestar.edu<<mailto:Mario.K.Castillo@lonestar.edu>>>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first

agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
Counsel
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[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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From: Michael

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>

Sent: Thursday, August 26, 2021 11:56 AM

To: Stephen Quezada

<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>

Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess

<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu>>>>

Date: Thu, Aug 26, 2021 at 11:43 AM

Subject: Nutrition Final Grade

To:

michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

281-655-3789

Achiever | Learner | Positivity | Developer | Belief

<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>><<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>>>

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[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.

BD4F6D00]

--

Michael Moates, RBT, CPI
Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
Senior Member, Civil Air Patrol, US Air Force Auxiliary
State of Texas Commissioned Notary Public
(817) 999-7534 |
mmoates@email.fielding.edu<<mailto:mmoates@email.fielding.edu>><<mailto:mmmoates@email.fielding.edu>>>

"Yesterday is not ours to recover but tomorrow is ours to win or lose." -
President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

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Stephen Quezada

From: Stephen Quezada
Sent: Thursday, August 26, 2021 1:52 PM
To: Michael Moates
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

The below doesn't change LSC's position.

File if you want.

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:48 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I will also file where I filed before and you can go through the process of removing it a federal court and then transferring it. And then once it finally gets to Houston's courts after so many days... The media will be in a great position to look at all of the documents. Also, note that if the settlement agreement or any other document is submitted for the record it becomes public on the court record. Therefore anyone can access it and it's not my problem whether or not it's disclosed.

I have talked to three individuals who LSC pushed into signing a confidential agreement who I will subpoena to testify. Your confidential agreement will not stop me from getting the information to the public.

Sent from my iPhone

Michael Moates, RBT, CPI

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On Aug 26, 2021, at 1:44 PM, Michael Moates <michaelsmoates@gmail.com> wrote:

You have the right to your opinion. Don't by whatever you want. I do not have my laptop and I'm not exiting my training for this. Note that after the 2 PM deadline has passed I consider to

you to be in breach of contract and I will act accordingly unless you recall your previous statement.

I will refile in court this evening. I will begin filing complaints with the administrative agencies, request the public information, speak to the board, and communicate any information I want to the media.

Sent from my iPhone

Michael Moates, RBT, CPI

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"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 1:39 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You have until 2pm, or we will consider you to have repudiated the agreement. You last signed electronically, so I don't buy the below excuse.

If you find a lawyer to represent you, then I will deal with that person.

LSC's position has not changed from my last email to you. If you sign then you sign, if you don't then you don't. Your call.

We are done.

Regards,

Stephen

Stephen Quezada
Counsel

Tel 713.986.7215 | Fax 713.730.5985 | squezada@grayreed.com
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From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:31 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Counselor,

You should really read your own contracts. I have until 31 August 2021. I have a signature from Dr. Head stating such.

I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

If they want to sue me, fine. But then, as you stated before I counter-sue for breach of contract.

I am not going to be forced into signing an agreement that takes away my right to due process when you could change the grade tomorrow. Make sense?

Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

You continue to threaten me even as we are so close to an agreement. Let me tell you this is not the way to get what you want.

I am going to be filing a PIA request for contact information of the Board of Trustees this evening. Either play ball or don't but you're not getting my signature without some assurances. Also, my signature is not required until 31 August 2021.

I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me. How you are bullying me... how you are being manipulative.

Also, I will file a complaint with every state/federal administrative agency I can.

I don't have time for this drama in my life... so tomorrow I will be passing this onto an attorney who I will ask to represent me. Make your choice.

Sent from my iPad

On Thu, Aug 26, 2021 at 1:07 PM Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

I can confirm the B grade is final and will not change.

LSC also wants me to let you know that it will continue to entertain this situation until 2pm central time, today. If you have not signed the second agreement by 2pm, central time, today, then LSC will consider it a repudiation by you and will move forward with all legal options available to it.

Regards,

Stephen

From: Stephen Quezada <squezada@grayreed.com>

Sent: Thursday, August 26, 2021 12:56 PM

To: Michael <michaelsmoates@gmail.com>

Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

Your email illustrates my point. In the first agreement, paragraph 9 represents what is material to LSC. I can represent to you what is material to LSC, but I cannot represent to you what is material you.

You are representing to me that the course outcome of a B grade is something that is material to you. To which I say, "OK." Notwithstanding that, the agreement remains clear as written and is an agreement that reflects a voluntary,

knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

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Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess

<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>>>>

Date: Thu, Aug 26, 2021 at 11:43 AM

Subject: Nutrition Final Grade

To:

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<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

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[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

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President Lyndon B. Johnson

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From: Stephen Quezada
Sent: Thursday, August 26, 2021 1:53 PM
To: Michael Moates
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

Go for it:

https://www.texasbar.com/Content/NavigationMenu/ForThePublic/ProblemwithanAttorney/GrievanceEthicsInfo1/File_a_Grievance.htm

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:51 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I can literally show in emails that you have made false misrepresentations to me and I fully intend on filing a bar complaint against you and Mrs. Molina.

Then I intend to share with the press how the bar is investigating Lonestar colleges COO and member of the general counsel team for factual misrepresentation.

Sent from my iPhone

Michael Moates, RBT, CPI

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Master of Arts in Interdisciplinary Studies Student | Liberty University
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On Aug 26, 2021, at 1:39 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You have until 2pm, or we will consider you to have repudiated the agreement. You last signed electronically, so I don't buy the below excuse.

If you find a lawyer to represent you, then I will deal with that person.

LSC's position has not changed from my last email to you. If you sign then you sign, if you don't then you don't. Your call.

We are done.

Regards,

Stephen

Stephen Quezada
Counsel

Tel [713.986.7215](tel:713.986.7215) | Fax [713.730.5985](tel:713.730.5985) | squezada@grayreed.com
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056
grayreed.com | [Connect with me on LinkedIn](#)

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Texas Board of Legal Specialization



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From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:31 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Counselor,

You should really read your own contracts. I have until 31 August 2021. I have a signature from Dr. Head stating such.

I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

If they want to sue me, fine. But then, as you stated before I counter-sue for breach of contract.

I am not going to be forced into signing an agreement that takes away my right to due process when you could change the grade tomorrow. Make sense?

Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

You continue to threaten me even as we are so close to an agreement. Let me tell you this is not the way to get what you want.

I am going to be filing a PIA request for contact information of the Board of Trustees this evening. Either play ball or don't but you're not getting my signature without some assurances. Also, my signature is not required until 31 August 2021.

I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me. How you are bullying me... how you are being manipulative.

Also, I will file a complaint with every state/federal administrative agency I can.

I don't have time for this drama in my life... so tomorrow I will be passing this onto an attorney who I will ask to represent me. Make your choice.

Sent from my iPad

On Thu, Aug 26, 2021 at 1:07 PM Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

I can confirm the B grade is final and will not change.

LSC also wants me to let you know that it will continue to entertain this situation until 2pm central time, today. If you have not signed the second agreement by 2pm, central time, today, then LSC will consider it a repudiation by you and will move forward with all legal options available to it.

Regards,

Stephen

From: Stephen Quezada <squezada@grayreed.com>

Sent: Thursday, August 26, 2021 12:56 PM

To: Michael <michaelsmoates@gmail.com>

Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

Your email illustrates my point. In the first agreement, paragraph 9 represents what is material to LSC. I can represent to you what is material to LSC, but I cannot represent to you what is material you.

You are representing to me that the course outcome of a B grade is something that is material to you. To which I say, "OK." Notwithstanding that, the agreement remains clear as written and is an agreement that reflects a voluntary,

knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

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[cid:image001.jpg@01D79A7A.BC5DCAF0]

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Office of the Chancellor
<Chancellor@lonestar.edu<<mailto:Chancellor@lonestar.edu>>>; Head, Steve
<steve.head@lonestar.edu<<mailto:steve.head@lonestar.edu>>>; Castillo, Mario
<Mario.K.Castillo@lonestar.edu<<mailto:Mario.K.Castillo@lonestar.edu>>>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
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LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>
[59b5274a](https://www.linkedin.com/in/stephen-quezada-59b5274a)<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>>

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[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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Cc: Molina, Nancy
<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>
Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess
<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu>>>>
Date: Thu, Aug 26, 2021 at 11:43 AM
Subject: Nutrition Final Grade
To:
michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>
<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

281-655-3789

Achiever | Learner | Positivity | Developer | Belief

<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>>

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[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

[cid:image001.jpg@01D79A71.BD4F6D00]

--

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University

Master of Arts in Interdisciplinary Studies Student | Liberty University

Senior Member, Civil Air Patrol, US Air Force Auxiliary

State of Texas Commissioned Notary Public

(817) 999-7534 |

mmoates@email.fielding.edu<<mailto:mmoates@email.fielding.edu>><<mailto:mmmoates@email.fielding.edu>>

mmoates@email.fielding.edu<<mailto:mmoates@email.fielding.edu>>>

"Yesterday is not ours to recover but tomorrow is ours to win or lose." -

President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

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Stephen Quezada

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:54 PM
To: Stephen Quezada
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

K. Good luck. For the record, I am reserving all rights including the date until the 31st to sign

Sent from my iPhone

Michael Moates, RBT, CPI

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On Aug 26, 2021, at 1:52 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

The below doesn't change LSC's position.

File if you want.

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:48 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I will also file where I filed before and you can go through the process of removing it a federal court and then transferring it. And then once it finally gets to Houston's courts after so many days... The media will be in a great position to look at all of the documents. Also, note that if the settlement agreement or any other document is submitted for the record it becomes public on the court record. Therefore anyone can access it and it's not my problem whether or not it's disclosed.

I have talked to three individuals who LSC pushed into signing a confidential agreement who I will subpoena to testify. Your confidential agreement will not stop me from getting the information to the public.

Sent from my iPhone

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University
Master of Arts in Interdisciplinary Studies Student | Liberty University
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"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 1:44 PM, Michael Moates <michaelsmoates@gmail.com> wrote:

You have the right to your opinion. Don't by whatever you want. I do not have my laptop and I'm not exiting my training for this. Note that after the 2 PM deadline has passed I consider to you to be in breach of contract and I will act accordingly unless you recall your previous statement.

I will refile in court this evening. I will begin filing complaints with the administrative agencies, request the public information, speak to the board, and communicate any information I want to the media.

Sent from my iPhone

Michael Moates, RBT, CPI

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Master of Arts in Interdisciplinary Studies Student | Liberty University
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We are done.

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Stephen Quezada

Counsel

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 GRAY REED.

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Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

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I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

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Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

You continue to threaten me even as we are so close to an agreement. Let me tell you this is not the way to get what you want.

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I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me. How you are bullying me... how you are being manipulative.

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I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

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Sent: Thursday, August 26, 2021 12:20 PM

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Head, Steve
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Castillo, Mario
<Mario.K.Castillo@lonestar.edu<<mailto:Mario.K.Castillo@lonestar.edu>>>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

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Let me know how you want to proceed.

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LinkedIn<[https://www.linkedin.com/in/stephen-quezada-](https://www.linkedin.com/in/stephen-quezada-59b5274a)

[59b5274a](https://www.linkedin.com/in/stephen-quezada-59b5274a)<[\[59b5274a\]\(https://www.linkedin.com/in/stephen-quezada-59b5274a\)>>](https://www.linkedin.com/in/stephen-quezada-</p></div><div data-bbox=)

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[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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Date: Thu, Aug 26, 2021 at 11:43 AM

Subject: Nutrition Final Grade

To:

michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>
<<mailto:michaelsmoates@gmail.com>>
<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>
<<mailto:michaelsmoates@gmail.com><<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

Lone Star College – University Park

281-655-3789

Achiever | Learner | Positivity | Developer | Belief

[https://www.lonestar.edu/UP-](https://www.lonestar.edu/UP-Division2.htm)

[Division2.htm](https://www.lonestar.edu/UP-Division2.htm)<[\[Division2.htm\]\(https://www.lonestar.edu/UP-Division2.htm\)<\[\\[Division2.htm\\]\\(https://www.lonestar.edu/UP-Division2.htm\\)<<https://www.lonestar.edu/UP-Division2.htm>>>\]\(https://www.lonestar.edu/UP-</p></div><div data-bbox=\)](https://www.lonestar.edu/UP-</p></div><div data-bbox=)

[cid:image001.jpg@01D79A71.BD4F6D00] [cid:image002.jpg@01D79A71.BD4F6D00]

--

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University

Master of Arts in Interdisciplinary Studies Student | Liberty University

Senior Member, Civil Air Patrol, US Air Force Auxiliary

State of Texas Commissioned Notary Public

(817) 999-7534 |

mmoates@email.fielding.edu<<mailto:mmoates@email.fielding.edu>>
<<mailto:mmoates@email.fielding.edu><<mailto:mmoates@email.fielding.edu>>>

"Yesterday is not ours to recover but tomorrow is ours to win or lose." - President Lyndon B. Johnson

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

--

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Stephen Quezada

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 2:07 PM
To: Stephen Quezada
Cc: Molina, Nancy; Office of the Chancellor; Head, Steve; Castillo, Mario
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

To be clear that is not what I said. ☐☐☐

I said that I was willing to sign but you were going to acknowledge that saying this is the final grade is material to me and is the reason I am signing away future claims.

Since you are continuing to make false statements I am happy to send you a screenshot so that you can actually see what I said just in case your mind can't figure out how to find it.

Sent from my iPhone

Michael Moates, RBT, CPI

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On Aug 26, 2021, at 2:02 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You have already told us that you will not sign. I take you at your word.

From: Michael Moates <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:54 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

K. Good luck. For the record, I am reserving all rights including the date until the 31st to sign

Sent from my iPhone

Michael Moates, RBT, CPI

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On Aug 26, 2021, at 1:52 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

The below doesn't change LSC's position.

File if you want.

From: Michael Moates <michaelsmoates@gmail.com>

Sent: Thursday, August 26, 2021 1:48 PM

To: Stephen Quezada <squezada@grayreed.com>

Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I will also file where I filed before and you can go through the process of removing it a federal court and then transferring it. And then once it finally gets to Houston's courts after so many days... The media will be in a great position to look at all of the documents. Also, note that if the settlement agreement or any other document is submitted for the record it becomes public on the court record. Therefore anyone can access it and it's not my problem whether or not it's disclosed.

I have talked to three individuals who LSC pushed into signing a confidential agreement who I will subpoena to testify. Your confidential agreement will not stop me from getting the information to the public.

Sent from my iPhone

Michael Moates, RBT, CPI

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President Lyndon B. Johnson***

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On Aug 26, 2021, at 1:44 PM, Michael Moates
<michaelsmoates@gmail.com> wrote:

You have the right to your opinion. Don't by whatever you want. I do not have my laptop and I'm not exiting my training for this. Note that after the 2 PM deadline has passed I consider to you to be in breach of contract and I will act accordingly unless you recall your previous statement.

I will refile in court this evening. I will begin filing complaints with the administrative agencies, request the public information, speak to the board, and communicate any information I want to the media.

Sent from my iPhone

Michael Moates, RBT, CPI

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On Aug 26, 2021, at 1:39 PM, Stephen Quezada
<squezada@grayreed.com> wrote:

Michael,

You have until 2pm, or we will consider you to have repudiated the agreement. You last signed electronically, so I don't buy the below excuse.

If you find a lawyer to represent you, then I will deal with that person.

LSC's position has not changed from my last email to you. If you sign then you sign, if you don't then you don't. Your call.

We are done.

Regards,

Stephen

Stephen Quezada
Counsel
Tel [713.986.7215](tel:713.986.7215) | Fax [713.730.5985](tel:713.730.5985) |
squezada@grayreed.com
1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056
grayreed.com | [Connect with me on LinkedIn](#)

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Texas Board of Legal Specialization



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From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 1:31 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>;

Office of the Chancellor <Chancellor@lonestar.edu>;
Head, Steve <steve.head@lonestar.edu>; Castillo, Mario
<Mario.K.Castillo@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Counselor,

You should really read your own contracts. I have until 31 August 2021. I have a signature from Dr. Head stating such.

I am not going to be home by 2 so I can promise you that is not going to happen by then and I will not be forced into signing a contract until you do as I ask. Which is to state that the B is the final grade and that it is material to the signing of the contract.

If they want to sue me, fine. But then, as you stated before I counter-sue for breach of contract.

I am not going to be forced into signing an agreement that takes away my right to due process when you could change the grade tomorrow. Make sense?

Saying that the B is the final grade is not the same as saying that it is material to the contract we are agreeing to. It is not a "repudiation by you and will move forward with all legal options available to it" by me.

You continue to threaten me even as we are so close to an agreement. Let me tell you this is not the way to get what you want.

I am going to be filing a PIA request for contact information of the Board of Trustees this evening. Either play ball or don't but you're not getting my signature without some assurances. Also, my signature is not required until 31 August 2021.

I guess I will start hunting for attorneys tomorrow. You should also note, the first agreement requires me to keep "this agreement" confidential but it says nothing about the supplemental agreement. Also, none of our emails, phone recordings, etc are confidential and I am happy to share those with the press. Your emails are not me making statements but rather you making statements. I can show everyone how you and your clients lied/misled me.

How you are bullying me... how you are being manipulative.

Also, I will file a complaint with every state/federal administrative agency I can.

I don't have time for this drama in my life... so tomorrow I will be passing this onto an attorney who I will ask to represent me. Make your choice.

Sent from my iPad

On Thu, Aug 26, 2021 at 1:07 PM Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

I can confirm the B grade is final and will not change.

LSC also wants me to let you know that it will continue to entertain this situation until 2pm central time, today. If you have not signed the second agreement by 2pm, central time, today, then LSC will consider it a repudiation by you and will move forward with all legal options available to it.

Regards,

Stephen

From: Stephen Quezada <squezada@grayreed.com>
Sent: Thursday, August 26, 2021 12:56 PM
To: Michael <michaelsmoates@gmail.com>
Cc: Molina, Nancy <nancy.m.molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <steve.head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>
Subject: RE: [EXTERNAL] Fwd: Nutrition Final Grade

Michael,

Your email illustrates my point. In the first agreement, paragraph 9 represents what is material

to LSC. I can represent to you what is material to LSC, but I cannot represent to you what is material to you.

You are representing to me that the course outcome of a B grade is something that is material to you. To which I say, "OK." Notwithstanding that, the agreement remains clear as written and is an agreement that reflects a voluntary, knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

Stephen Quezada
Counsel

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713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
squezada@grayreed.com<<mailto:squezada@grayreed.com>>

ed.com>

1300 Post Oak Blvd., Suite 2000 | Houston, TX
77056

[grayreed.com<https://www.grayreed.com/>](https://www.grayreed.com/) |

Connect with me on

LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a>>

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Texas Board of Legal Specialization

[cid:image001.jpg@01D79A7A.BC5DCAF0]

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From: Michael

<michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com>>

Sent: Thursday, August 26, 2021 12:20 PM

To: Stephen Quezada

<squezada@grayreed.com<mailto:squezada@grayreed.com>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<mailto:nancy.m.molina@lonestar.edu>>; Office of the Chancellor
<Chancellor@lonestar.edu<mailto:Chancellor@lonestar.edu>>; Head, Steve

<steve.head@lonestar.edu<mailto:steve.head@lonestar.edu>>; Castillo, Mario

<Mario.K.Castillo@lonestar.edu<mailto:Mario.K.Castillo@lonestar.edu>>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

With respect,

In your agreement previously you said what was material in number 9 of the first agreement. If you want my signature you accept that "the E-Mail from Dean Jess Kelly on 26 August 2021, regarding the final grade is a material fact in the signature of this agreement." If not, we start this

process over. Dr. Kelly is an employee of LSC and he has made a material statement. That will be included if you want my signature. If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
Counsel
Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax
713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
squezada@grayreed.com<<mailto:squezada@grayreed.com>>
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From: Michael

<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>

Sent: Thursday, August 26, 2021 11:56 AM

To: Stephen Quezada

<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>

Cc: Molina, Nancy

<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>

Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess

<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>><<mailto:Jess.Kelly@lonestar.edu>>>>

Date: Thu, Aug 26, 2021 at 11:43 AM

Subject: Nutrition Final Grade

To:

michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com>>>
<michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com>>>
<mailto:michaelsmoates@gmail.com>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of "B" for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.

Dean of Instruction – Math and Sciences

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[cid:image002.jpg@01D79A71.BD4F6D00]

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Michael Moates, RBT, CPI

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University

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Stephen Quezada

From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 3:36 PM
To: Stephen Quezada
Cc: Head, Steve; Office of the Chancellor; Castillo, Mario; Molina, Nancy
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

You're right... so I don't know why you continue to act like such a fool and make remarks like that. It's not productive, it's disrespectful and I wonder what the board will say when they understand that Chancellor Head, Mr. Castillo, and Mrs. Molina forced me to continue chatting with you despite my request not to because you make me uncomfortable.

When I show the board the kind of statements that the General Counsel has authorized you to make on the behalf of Lone Star College.

When I show the court what kind of statements you are making...

So unprofessional. I bring claims you breaking snarky inappropriate remarks.

You make me feel uncomfortable, cause my anxiety to sky rocket, and you bully me.

I can't believe the college would authorize this.

On Thu, Aug 26, 2021 at 3:32 PM Stephen Quezada <squezada@grayreed.com> wrote:

OK. Like I said before, we are done. There is no sense in engaging this way anymore. It is not productive, and I will not be responding to your taunts. Have a good evening, Michael.

From: Michael <michaelsmoates@gmail.com>
Sent: Thursday, August 26, 2021 3:28 PM
To: Stephen Quezada <squezada@grayreed.com>
Cc: Head, Steve <steve.head@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>; Molina, Nancy <nancy.m.molina@lonestar.edu>
Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

Lol you just attached my email where I said you had my signature pending - when I got the final signature from Steve Head.

Please keep going your comments will make a great release to the media plus they give me a laugh.

On Thu, Aug 26, 2021 at 3:22 PM Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You must be consulting with Rudy Giuliani or Sidney Powell.

From: Michael <michaelsmoates@gmail.com>

Sent: Thursday, August 26, 2021 3:11 PM

To: Stephen Quezada <squezada@grayreed.com>

Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I would be surprised if you didn't know this... but did you know making a false misrepresentation to a federal court is against the law? I said you could file my dismissal once I had a copy of the executed document. You filed it before without my consent.

Talk about signing my name without my consent. It's a crime. Forgery.

Gotta love attorney consultations.

On Thu, Aug 26, 2021 at 2:06 PM Michael Moates <michaelsmoates@gmail.com> wrote:

To be clear that is not what I said. ☐☐☐

I said that I was willing to sign but you were going to acknowledge that saying this is the final grade is material to me and is the reason I am signing away future claims.

Since you are continuing to make false statements I am happy to send you a screenshot so that you can actually see what I said just in case your mind can't figure out how to find it.

Sent from my iPhone

Michael Moates, RBT, CPI

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Master of Arts in Interdisciplinary Studies Student | Liberty University

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On Aug 26, 2021, at 2:02 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

You have already told us that you will not sign. I take you at your word.

From: Michael Moates <michaelsmoates@gmail.com>

Sent: Thursday, August 26, 2021 1:54 PM

To: Stephen Quezada <squezada@grayreed.com>

Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo, Mario <Mario.K.Castillo@lonestar.edu>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

K. Good luck. For the record, I am reserving all rights including the date until the 31st to sign

Sent from my iPhone

Michael Moates, RBT, CPI

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On Aug 26, 2021, at 1:52 PM, Stephen Quezada <squezada@grayreed.com> wrote:

Michael,

The below doesn't change LSC's position.

File if you want.

From: Michael Moates <michaelsmoates@gmail.com>

Sent: Thursday, August 26, 2021 1:48 PM

To: Stephen Quezada <squezada@grayreed.com>

Cc: Molina, Nancy <Nancy.M.Molina@lonestar.edu>; Office of the Chancellor <Chancellor@lonestar.edu>; Head, Steve <Steve.Head@lonestar.edu>; Castillo,

Mario <Mario.K.Castillo@lonestar.edu>

Subject: Re: [EXTERNAL] Fwd: Nutrition Final Grade

I will also file where I filed before and you can go through the process of removing it a federal court and then transferring it. And then once it finally gets to Houston's courts after so many days... The media will be in a great position to look at all of the documents. Also, note that if the settlement agreement or any other document is submitted for the record it becomes public on the court record. Therefore anyone can access it and it's not my problem whether or not it's disclosed.

I have talked to three individuals who LSC pushed into signing a confidential agreement who I will subpoena to testify. Your confidential agreement will not stop me from getting the information to the public.

Sent from my iPhone

Michael Moates, RBT, CPI

Doctor of Education Student | Fielding Graduate University

Master of Arts in Interdisciplinary Studies Student | Liberty University

Senior Member, Civil Air Patrol, US Air Force Auxiliary

State of Texas Commissioned Notary Public

(817) 999-7534 | mmoates@email.fielding.edu

***"Yesterday is not ours to recover but tomorrow is ours to win or lose." -
President Lyndon B. Johnson***

"When I was a baby child, good and bad was just a game, many years and many triumphs, they proved to me they not the same"

On Aug 26, 2021, at 1:44 PM, Michael Moates
<michaelsmoates@gmail.com> wrote:

You have the right to your opinion. Don't by whatever you want. I do not have my laptop and I'm not exiting my training for this. Note that after the 2 PM deadline has passed I consider to you to be in breach of contract and I will act accordingly unless you recall your previous statement.

I will refile in court this evening. I will begin filing complaints with the administrative agencies, request the public information, speak to the board, and communicate any information I want to the media.

Sent from my iPhone

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On Aug 26, 2021, at 1:39 PM, Stephen Quezada
<squezada@grayreed.com> wrote:

Michael,

You have until 2pm, or we will consider you to have repudiated the agreement. You last signed electronically, so I don't buy the below excuse.

If you find a lawyer to represent you, then I will deal with that person.

LSC's position has not changed from my last email to you. If you sign then you sign, if you don't then you don't. Your call.

We are done.

Regards,

Stephen

Stephen Quezada

Counsel

Tel 713.986.7215 | Fax 713.730.5985 |

squezada@grayreed.com

1300 Post Oak Blvd., Suite 2000 | Houston, TX 77056

grayreed.com | Connect with me on LinkedIn

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Texas Board of Legal Specialization

clear as written and is an agreement that reflects a voluntary, knowing agreement that the parties entered into based on the terms and conditions as they are written in the four corners of the agreement.

I simply can't agree that something is material to you. That is something that is subjective to you. I respect your diligence and that you needed information regarding your final grade before you would sign the second agreement; you now have that information. You state below that you have received your final grade.

I have told you, and will continue to tell you, that I neither have the authority nor authorization to make representations about or involve myself in course outcomes. You thought you had a C. The grade turned out to be a B. I had nothing to do with that. You made me aware of the B after you learned of it. That, apparently, is how the grading was entered by the professor. You also have confirmation via a transcript that you received yesterday that the grade in the course is a "B."

The point of the second agreement was for finality so that both parties can move forward. The first agreement makes clear that neither agreement is course-outcome dependent.

I don't think "starting over" would be fruitful. But that is up to you.

Regards,

Stephen

Stephen Quezada
Counsel
Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax
713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
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1300 Post Oak Blvd., Suite 2000 | Houston, TX
77056
[grayreed.com](https://www.grayreed.com/)<<https://www.grayreed.com/>> |
Connect with me on
LinkedIn<<https://www.linkedin.com/in/stephen->

quezada-59b5274a>

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Texas Board of Legal Specialization
[cid:image001.jpg@01D79A7A.BC5DCAF0]
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concerning the contents of
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From: Michael
<michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com>>
Sent: Thursday, August 26, 2021 12:20 PM
To: Stephen Quezada
<squezada@grayreed.com<mailto:squezada@grayreed.com>>
Cc: Molina, Nancy
<nancy.m.molina@lonestar.edu<mailto:nancy.m.molina@lonestar.edu>>; Office of the
Chancellor
<Chancellor@lonestar.edu<mailto:Chancellor@lonestar.edu>>; Head, Steve
<steve.head@lonestar.edu<mailto:steve.head@lonestar.edu>>; Castillo, Mario
<Mario.K.Castillo@lonestar.edu<mailto:Mario.K.Castillo@lonestar.edu>>
Subject: Re: [EXTERNAL] Fwd: Nutrition
Final Grade

With respect,

In your agreement previously you said what
was material in number 9 of the first agreement.
If you want my signature you accept that "the
E-Mail from Dean Jess Kelly on 26 August
2021, regarding the final grade is a material fact
in the signature of this agreement." If not, we
start this process over. Dr. Kelly is an employee
of LSC and he has made a material statement.
That will be included if you want my signature.
If not, we can start over.

This is a non-starter for me.

You could not represent an outcome prior to final grades but you can now. If the college is unable to commit to keeping the grade as is... then I won't sign. They could change the grade tomorrow and I would have no protection.

The second agreement offers me no protection if the college changes the grade. I will have already released all claims. I am not willing to do that.

That was the entire point of the second agreement was so that we could get an outcome on the course.

Let me know how you want to proceed.

On Thu, Aug 26, 2021 at 12:07 PM Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>> wrote:
Michael,

I cannot respond with the below requested representation because what is material to you is something that is subjective to you. Meaning, I cannot represent that I understand something that is subjective to your thinking and evaluation. That evaluation is yours and yours alone.

Your signature on the agreement reflects a voluntary, knowing agreement to the terms and conditions as they are written in the agreement.

Thanks,

Stephen

Stephen Quezada
Counsel
Tel 713.986.7215<[callto:713.986.7215](tel:713.986.7215)> | Fax
713.730.5985<[callto:713.730.5985](tel:713.730.5985)> |
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77056
grayreed.com<<http://grayreed.com>><<https://www.grayreed.com>>

[w.grayreed.com/](https://www.grayreed.com/)<<https://www.grayreed.com/>>>
| Connect with me on
LinkedIn<<https://www.linkedin.com/in/stephen-quezada-59b5274a><<https://www.linkedin.com/in/stephen-quezada-59b5274a>>>

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Texas Board of Legal Specialization
[cid:logo_a83735f8-80ca-4a7b-81ad-3201a2d49899.jpg]

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From: Michael
<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>>>
Sent: Thursday, August 26, 2021 11:56 AM
To: Stephen Quezada
<squezada@grayreed.com<<mailto:squezada@grayreed.com>>>
Cc: Molina, Nancy
<nancy.m.molina@lonestar.edu<<mailto:nancy.m.molina@lonestar.edu>>>
Subject: [EXTERNAL] Fwd: Nutrition Final Grade

Okay. We are almost there. I am ready to sign. All I ask is that you respond understanding this email below is material to my signature on the 2nd agreement.

----- Forwarded message -----

From: Kelly, Jess
<Jess.Kelly@lonestar.edu<<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu><<mailto:Jess.Kelly@lonestar.edu>>>>
Date: Thu, Aug 26, 2021 at 11:43 AM
Subject: Nutrition Final Grade
To:
<michaelsmoates@gmail.com<<mailto:michaelsmoates@gmail.com>><<mailto:michaelsmoates@gmail.com>>>

mail.com<mailto:michaelsmoates@gmail.com>
>
<michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com><mailto:michaelsmoates@gmail.com<mailto:michaelsmoates@gmail.com>>>>

Mr. Moates:

Professor Beverly Copeland has submitted final grades for your Nutrition course and these grades submitted for this course are final. Your final grade in the course was 79.3% which your professor rounded up to final grade of “B” for the course. I wish you success in your future academic endeavors.

Sincerely,

Jess Kelly, Ph.D.
Dean of Instruction – Math and Sciences
Lone Star College – University Park
281-655-3789
Achiever | Learner | Positivity | Developer | Belief
<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>><<https://www.lonestar.edu/UP-Division2.htm><<https://www.lonestar.edu/UP-Division2.htm>>>
[cid:image001.jpg@01D79A71.BD4F6D00]
[cid:image002.jpg@01D79A71.BD4F6D00]

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Michael Moates, RBT, CPI
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Master of Arts in Interdisciplinary Studies Student | Liberty University
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Stephen Quezada

From: Molina, Nancy <Nancy.M.Molina@lonestar.edu>
Sent: Thursday, August 26, 2021 3:43 PM
To: Stephen Quezada
Subject: [EXTERNAL] Fwd: FYI

Regards,
Nancy

Begin forwarded message:

From: Michael <michaelsmoates@gmail.com>
Date: August 26, 2021 at 3:41:06 PM CDT
To: "Molina, Nancy" <Nancy.M.Molina@lonestar.edu>, "Head, Steve" <Steve.Head@lonestar.edu>, Office of the Chancellor <Chancellor@lonestar.edu>, "Castillo, Mario" <Mario.K.Castillo@lonestar.edu>
Subject: FYI

CAUTION: This email originated from outside of Lone Star College. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Suggestion - You should consider making a statement that you are not targeting conservative students given his last statement.

I will be contacting the attorney general's office in a few minutes.

Also, given your last free speech issue with conservative students this is not a good look.

--

Michael Moates, RBT, CPI

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Master of Arts in Interdisciplinary Studies Student | Liberty University
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